

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

DIAMOND LEASE (U.S.A), INC.,

Plaintiff,

08 CIV. 92(LAP)

-against-

**Affirmation of
Robert M. Marshall**

RICK HARTMAN,

Defendant.

-----X

ROBERT M. MARSHALL, an attorney duly licensed to practice law in this court, deposes and says under penalty of perjury:

1. I am an attorney at law of the State of New York and am the attorney for plaintiff in the above-entitled action. I am familiar with all the facts and circumstances in this action.
2. I make this affirmation, in support of Plaintiff's application for the entry of default judgment against Defendant. If called as a witness I would testify competently as to the facts set forth herein.
3. On July 10, 2008 I sent an overnight mail letter and copy of the July 10, 2008 order to show cause, affidavit of Lorette Antola, my affirmation, clerk's certificate, statement of damages, proposed default judgement, an additional copy of the summons and complaint to Rick Hartman, 10614 DeAndrea Drive, Zionsville, Indiana, 46077, the address delineated in Defendant's guarantee, and to Brett Miller, Esq., Bingham McHale, LLP, 10 West Market Street

Suite 2700, Indianapolis, Indiana 46204, Defendant's designated agent per the previously filed summons. Defendant Rick Hartman's's overnight mailing was returned to the undersigned and Rick Miller, Esq.'s office accepted the overnight mail. A copy of the federal express trackings are attached as Exhibits A and B, respectively.

Dated: Nyack, New York
August 4, 2008

Marshall & Quentzel, L.L.C.

Robert M. Marshall, Esq. /s/
Robert M. Marshall, Esq. (RM-5641)
Attorneys for Plaintiff
15 North Mill Street
Nyack, NY 10960
(888) 747-4300

MARSHALL & QUENTZEL, L.L.C.

**Attorneys at Law
Wayne - Tenaflly - New York
15 North Mill Street
Nyack, New York 10960
(888) 747-4300**

**E-Mail rmarshall@mqlaw.net
Telecopier (973) 812-4489**

**ROBERT M. MARSHALL
MEMBER OF N.J. & N.Y. BARS**

July 10, 2008

via overnight mail

Mr. Rick Hartman
10614 DeAndrea Drive
Zionsville, Indiana, 46077

Brett Miller, Esq.
Bingham McHale, LLP
10 West Market Street
Suite 2700
Indianapolis, Indiana 46204

**RE: DIAMOND LEASE (U.S.A.), INC. v. RICK HARTMAN
Case No. 08-CV-92(LAP)**

Dear Mr. Hartman and Mr. Miller:

As you are aware the undersigned represents the plaintiff with regard to the above matter. Enclosed please find a copy of the July 10, 2008 order to show cause, affidavit of Lorette Antola, my affirmation, clerk's certificate, statement of damages, and proposed default judgment. Should you have any questions please feel free to contact me. Thank you.

Very truly yours,

Marshall & Quentzel, L.L.C,


Robert M. Marshall

RMM:af
Enclosures

From: Origin ID: SXPA (973) 812-4499
 robert.marshall
 Marshall & Quentzel, L.L.C.
 155 Willowbrook Blvd.

Wayne, NJ 07470



JCL3868498/28/23

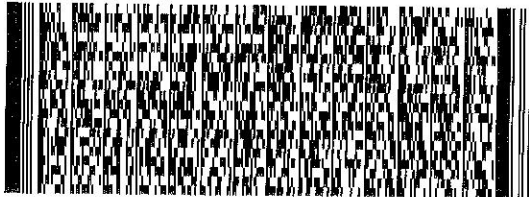
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Rick Hartman

10614 DEANDRA DR

ZIONSVILLE, IN 46077



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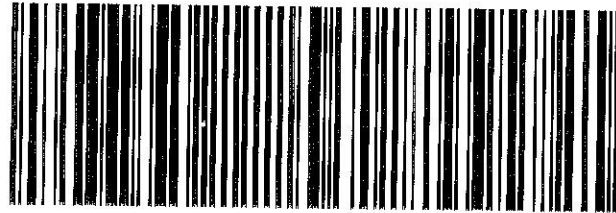
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MARSHALL & QUENTZEL, L.L.C.

**Attorneys at Law
Wayne - Tenaflly - New York
15 North Mill Street
Nyack, New York 10960
(888) 747-4300**

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**ROBERT M. MARSHALL
MEMBER OF N.J. & N.Y. BARS**

July 10, 2008

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10614 DeAndrea Drive
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Brett Miller, Esq.
Bingham McHale, LLP
10 West Market Street
Suite 2700
Indianapolis, Indiana 46204

**RE: DIAMOND LEASE (U.S.A.), INC. v. RICK HARTMAN
Case No. 08-CV-92(LAP)**

Dear Mr. Hartman and Mr. Miller:

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Very truly yours,

Marshall & Quentzel, L.L.C,


Robert M. Marshall

RMM:af
Enclosures

From: Origin ID: SXPA (973) 812-4499
 robert marshall
 Marshall & Quentzel, L.L.C.
 155 Willowbrook Blvd.

Wayne, NJ 07470



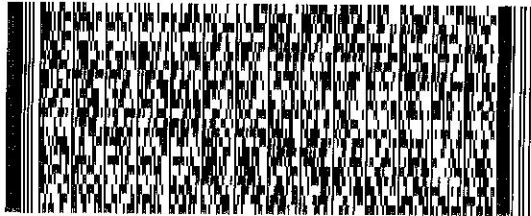
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BILL SENDER

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Bingham McHale LLP
10 W MARKET ST STE 2700

INDIANAPOLIS, IN 46204



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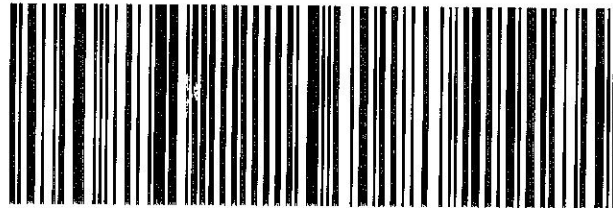
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	6:46 AM At local FedEx facility	INDIANAPOLIS, IN	
	5:42 AM Departed FedEx location	INDIANAPOLIS, IN	
	1:39 AM Arrived at FedEx location	INDIANAPOLIS, IN	
Jul 10, 2008	11:14 PM Departed FedEx location	NEWARK, NJ	
	8:36 PM Left FedEx origin facility	FAIRFIELD, NJ	
	7:39 PM Picked up	FAIRFIELD, NJ	
	5:19 PM Package data transmitted to FedEx		



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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DIAMOND LEASE (U.S.A.), INC.,

Plaintiff,

-against-

RICK HARTMAN,

Defendant.
-----X

08 CIV. 92 (LAP)
CLERK'S CERTIFICATE

I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on January 4, 2008 with the filing of a summons and complaint, a copy of the summons and complaint was served on the defendant by serving Defendant Rick Hartman by personal service upon Brett Miller, Esq., defendant's designated agent for service of process in Indiana on January 29, 2008, pursuant to Defendant's counsel's instructions, and proof of such service thereof was filed on MARCH 3, 2008. I further certify that the docket entries indicate that the defendant has not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant is hereby noted.

Dated: New York, New York

JUNE 11, 2008

J. MICHAEL MCMAHON
Clerk of the Court

By: 
Deputy Clerk

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
DIAMOND LEASE (U.S.A.), INC.,

08 CIV. 92 (LAP)

Plaintiff,

-against-

**Statement of
Damages**

RICK HARTMAN,

Defendant.
-----X

On the First Claim in the Complaint the principal sum of \$110,636.85, consisting of the unpaid balance of \$127,976.00, plus late charges owing from April 14, 2005 through December 17, 2007 of \$15,435.00, less the gross sales proceeds of \$50,000.00, the September 30 Specific Collateral sold at private sale on notice to RLH and Rick Hartman on December 17, 2007, plus repossession expenses of \$7,765.00, plus all continuing default interest from December 18, 2007 through June 10, 2008 of \$8,903.49 on the \$101,176.00 net amount due, (plus process server/costs of collection of \$207.36, and \$350.00 Court complaint filing fee), due under the Lease and Guarantee.

Costs and Disbursements:	\$207.36
Clerk's Fee	\$350.00

Total as of June 10, 2008	\$110,636.85
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Attached hereto is a copy of the Summons, Complaint and Proof of Service

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

DIAMOND LEASE (U.S.A.), INC.,

08 CIV. 92 (LAP)

Plaintiff,

-against-

DEFAULT JUDGMENT

RICK HARTMAN,

Defendant.

-----X

This action was commenced by the filing of a Complaint and the issuance of a Summons on January 4, 2008, a copy of said Summons and Complaint having been served upon the Defendant Rick Hartman on January 29, 2008, by personal service upon Brett Miller, Esq., Defendant's designated agent for service of process in Indiana, and proof of such service having been filed in the Office of the Clerk on March 3, 2008, and the said Defendant Rick Hartman having failed to file and serve an answer, a motion, or otherwise appear in this action, and upon Plaintiff's Affidavit in Support of Default Judgment, exhibits annexed hereto, made and sworn to by Lorette Antola, an officer of Plaintiff, with personal knowledge of the facts relating to Plaintiff's claims herein; an Affirmation in Support of Default Judgment of Robert M. Marshall, a member of the firm of Marshall & Quentzel, L.L.C., attorneys for Plaintiff, a copy of the Affidavit of Service of the original Summons and Complaint; a Clerk's Certificate noting said Defendant's default in the pleadings, all of which are submitted herewith,

NOW, on Order to Show Cause of Robert M. Marshall, attorney for the plaintiff, it is

ORDERED and ADJUDGED:

That the Plaintiff, Diamond Lease (U.S.A.), Inc. have judgment against the Defendant Rick Hartman in the liquidated total amount of \$110,636.85;

On the First Claim in the Complaint in the principal sum of \$110,636.85, consisting of the unpaid balance of \$127,976.00, plus late charges owing from April 14, 2005 through December 17, 2007 of \$15,435.00, less the gross sales proceeds of \$50,000.00, the September 30 Specific Collateral sold at private sale on notice to RLH and Rick Hartman on December 17, 2007, plus repossession expenses of \$7,765.00, plus all continuing default interest from December 18, 2007 through June 10, 2008 of \$8,903.49 on the \$101,176.00 net amount due, plus process server/costs of collection of \$207.36, and \$350.00 Court complaint filing fee, due under the Lease and Guarantee.

Dated: New York, New York
 , 2008

U.S.D.J.